900299185 08/22/2014

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM314920

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Credit and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HUNTER'S MANUFACTURING COMPANY, INC.		06/27/2014	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	FirstMerit Bank, N.A.
Street Address:	106 S. Main Street
Internal Address:	2nd Floor
City:	Akron
State/Country:	OHIO
Postal Code:	44308
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 31

PROPERTY NUMBERS Total: 31				
Property Type	Number	Word Mark		
Registration Number:	4433039	PERFECT PULLER		
Registration Number:	4376537	OMNI-NOCK		
Registration Number:	4353969	TITAN XTREME		
Registration Number:	4142779	CARBON FUSION CLS		
Registration Number:	4191966	CARBON ELITE XLT		
Registration Number:	4090793	SLIDER		
Registration Number:	4039648	MAVERICK		
Registration Number:	4250561	RAIDER		
Registration Number:	4202877	CARBON XTRA		
Registration Number:	4032677	ACUROPE		
Registration Number:	3858182	WICKED RIDGE		
Registration Number:	3926579	TURBO		
Registration Number:	3858178	WARRIOR		
Registration Number:	3858177	INVADER		
Registration Number:	3323953			
Registration Number:	3286988	6		
Registration Number:	3109158	6 POINT		
Registration Number:	3082678	STEDDYEDDY TRADEMARK		
900299185		REEL: 005350 FRAME: 0191		

Property Type	Number	Word Mark
Registration Number:	2518141	TENPOINT
Registration Number:	2017043	VIBRA-CUSH
Registration Number:	2029614	RANGEMASTER
Registration Number:	1914225	
Serial Number:	86104217	OMNI-BRITE LIGHTED NOCK SYSTEM
Serial Number:	86100554	SHADOW ULTRA-LITE
Serial Number:	86193720	SCOUT
Serial Number:	85931720	SHADOW
Serial Number:	85931715	VENOM
Serial Number:	85137559	STEALTH XLT
Serial Number:	85137556	STEALTH
Serial Number:	85931740	BOBCAT
Serial Number:	85766079	VAPOR

CORRESPONDENCE DATA

Fax Number: 2025339099

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-467-8800

Email: jspiantanida@vorys.com, dharcher@vorys.com **Correspondent Name:** VORYS, SATER, SEYMOUR AND PEASE LLP

Address Line 1: P.O. BOX 2255 -- IPLAW@VORYS

Address Line 2: ATTN: LAURA T. GEYER

Address Line 4: COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	056474-408/1707/HUNTER'S
NAME OF SUBMITTER:	Julie S. Piantanida
SIGNATURE:	/julie piantanida/
DATE SIGNED:	08/22/2014

Total Attachments: 10

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AMENDED AND RESTATED CREDIT AND SECURITY AGREEMENT

among

FIRSTMERIT BANK, N.A. (as Lender and Issuer)

and

HUNTER'S MANUFACTURING COMPANY, INC. (as Borrower)

June 27, 2014

LIST OF SCHEDULES AND EXHIBITS

All Schedules to the Amended and Restated Credit and Security Agreement:

Schedule 1.2(a)	Owned Real Property
Schedule 1.2(b)	Liens
Schedule 4.5	Inventory
Schedule 4.15(c)	Loan Parties' States of Organization and Chief Executive Offices
Schedule 5.2(a)	Incorporation/Organization/Foreign Qualification
Schedule 5.2(b)	Subsidiaries
Schedule 5.3	Officers, Directors, Shareholders, Capitalization
Schedule 5.9(b)	Litigation
Schedule 5.10	Patents, Trademarks, Copyrights and Licenses
Schedule 5.19	Material Business Agreements
Schedule 6.8	Accounts
Schedule 7.4	Investments
Schedule 7.8	Indebtedness

All Exhibits to the Amended and Restated Credit and Security Agreement:

Exhibit A	[Reserved]
Exhibit B	Form of Compliance Certificate
Exhibit C	Form of Revolving Note
Exhibit D	Form of Term Loan A Note
Exhibit E	Form of Term Loan B Note
Exhibit F	Form of Term Loan C Note
	Form of Term Loan D Note
Exhibit H	Form of Commercial Draw Loan Note

AMENDED AND RESTATED CREDIT AND SECURITY AGREEMENT

This AMENDED AND RESTATED CREDIT AND SECURITY AGREEMENT (this "Agreement"), has been executed and is dated as of June 27, 2014, by and among HUNTER'S MANUFACTURING COMPANY, INC., as the Borrower, FIRSTMERIT BANK, N.A., as the Lender, and FIRSTMERIT BANK, N.A., as the Issuer.

IN CONSIDERATION of the mutual covenants and undertakings herein contained, the receipt and sufficiency of which are hereby acknowledged, the Borrower, the Lender and the Issuer hereby agree as follows:

ARTICLE 4 COLLATERAL: GENERAL TERMS

4.1 <u>Security Interest in the Collateral</u>. To secure the prompt payment and performance of the Obligations, each Loan Party hereby grants to the Lender, for its benefit, the benefit of the Issuer, and the benefit of each of their respective Affiliates, a continuing security interest in and a pledge of all of its Collateral. Each Loan Party shall mark its books and records as may be necessary or appropriate to evidence, protect and perfect the Lender's security interest and shall cause its financial statements to reflect such security interest. Each Loan Party shall promptly provide the Lender with written notice of all commercial tort claims, such notice to contain the case title together with the applicable court and a brief description of the claim(s). Upon delivery of each such notice, such Loan Party shall be deemed to hereby grant to the Lender a security interest and lien in and to such commercial tort claims and all proceeds thereof. In addition, to secure such prompt payment and performance of the Obligations, each

Loan Party shall also assign, pledge and grant to the Lender, for its benefit and for the benefit of the Issuer, a mortgage on its Owned Real Property, if any.

Perfection of Security Interest. Each Loan Party shall take all action that may be 4.2 necessary or desirable, or that the Lender may request, so as at all times to maintain the validity, perfection, enforceability and priority of the Lender's security interest in the Collateral or to enable the Lender to protect, exercise or enforce its rights hereunder and in the Collateral, including (a) immediately discharging all Liens other than Permitted Encumbrances, (b) using commercially reasonable efforts to obtain such Waivers as the Lender may request, (c) delivering to the Lender, endorsed or accompanied by such instruments of assignment as the Lender may specify, and stamping or marking, in such manner as the Lender may specify, any and all chattel paper, instruments, letters of credit and advices thereof and documents evidencing or forming a part of the Collateral, (d) entering into lockbox and other custodial arrangements satisfactory to the Lender, and (e) executing and delivering control agreements, instruments of pledge, mortgages, notices and assignments, in each case in form and substance satisfactory to the Lender, relating to the creation, validity, perfection, maintenance or continuation of the Lender's security interest in Collateral under the Uniform Commercial Code or other applicable law. By its signature hereto, each Loan Party hereby authorizes the Lender to file against such Loan Party, one or more financing, continuation, or amendment statements pursuant to the Uniform Commercial Code to perfect Liens securing Obligations arising hereunder in form and substance satisfactory to the Lender. All charges, expenses and fees the Lender may incur in doing any of the foregoing, and any local taxes relating thereto, shall be charged to the Loan Account as a Revolving Loan and added to the Obligations, or, at the Lender's option, shall be paid to the Lender immediately upon demand.

The Loan Parties, the Lender and the Issuer have executed this Agreement as of the date first written above.

BORROWER:

WARNING -- BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

> HUNTER'S MANUFACTURING COMPANY, INC., a Nevada corporation

Name: Richard L. Bednar

Title: President and Chief Executive Officer

LENDER:

FIRSTMERIT BANK, N.A.,

a national banking association

Name: Renee Booher Title: Vice President

ISSUER:

FIRSTMERIT BANK, N.A.,

a national banking association

By: Name: Renee Booher Title: Vice President

The Loan Parties, the Lender and the Issuer have executed this Agreement as of the date first written above.

BORROWER:

WARNING -- BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

HUNTER'S MANUFACTURING COMPANY, INC., a Nevada corporation

By: Kurard J. Besmar-fresident-CEC Name: Richard I. Bednar

Title: President and Chief Executive Officer

LENDER:

FIRSTMERIT BANK, N.A., a national banking association

Name: Renee Booher Title: Vice President

ISSUER:

FIRSTMERIT BANK, N.A., a national banking association-

Name: Renee Booher Title: Vice President The Loan Parties, the Lender and the Issuer have executed this Agreement as of the date first written above.

BORROWER:

WARNING -- BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

HUNTER'S MANUFACTURING COMPANY, INC.,

a Nevada corporation

Name: Richard L. Bednar

Title: President and Chief Executive Officer

LENDER:

FIRSTMERIT BANK, N.A.,

a national banking association

Title: Vice President

ISSUER:

By

FIRSTMERIT BANK, N.A.,

a national banking association

Name: Renee Booher

Title: Vice President

SCHEDULE 5.10 (continued)

[TRADEMARKS, COPYRIGHT & LICENSE INFORMATION]

Hunter's Manufacturing Company, Inc. DBA Tenpoint Crossbow Technologies

Mark	Serial No.	Filing Date	Reg. No.	Reg, Date
OMNI-BRITE LIGHTED	86104217	10/29/2013	·	
NOCK SYSTEM and				
Design				
SHADOW ULTRA-LITE	86100554	10/24/2013		
SCOUT	86193720	2/14/2014		
SHADOW	85931720	5/14/2013		
VENOM	85931715	5/14/2013		
STEALTH XLT	85137559	9/24/2010		
STEALTH	85137556	9/24/2010		
BOBCAT	85931740	5/14/2013		
PERFECT PULLER	85439969	10/5/2011	4433039	11/12/2013
OMNI-NOCK	85833689	1/28/2013	4376537	7/30/2013
TITAN XTREME	85766029	10/29/2012	4353969	6/18/2013
VAPOR	85766079	10/29/2012		
CARBON FUSION CLS	85457954	10/27/2011	4142779	5/15/2012
CARBON ELITE XLT	85439953	10/5/2011	4191966	8/14/2012
SLIDER	85350206	6/20/2011	4090793	1/24/2012
MAVERICK	85133530	9/20/2010	4039648	10/11/2011
RAIDER	85133515	9/20/2010	4250561	11/27/2012
CARBON XTRA	85133478	9/20/2010	4202877	9/4/2012
ACUROPE	85133467	9/20/2010	4032677	9/27/2011
WICKED RIDGE	77860407	10/29/2009	3858182	10/5/2010
TURBO	77859536	10/28/2009	3926579	3/1/2011
WARRIOR	77859533	10/28/2009	3858178	10/5/2010
INVADER	77859528	10/28/2009	3858177	10/28/2009

Hunter's Manufacturing Company, Inc.

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Liens/Title Issues
Antler Design	78728670	10/7/2005	3323953	10/30/2007	
6 and Antler Design	78727287	10/5/2005	3286988	8/28/2007	
6 POINT	78645296	6/7/2005	3109158	6/27/2006	

STEDDYEDDY	78622243	5/4/2005	3082678	4/18/2006	
TENPOINT	75731307	6/17/1999	2518141	12/11/2001	
VIBRA-CUSH	74674047	5/15/1995	2017043	11/19/1996	
RANGEMASTER	74674046	5/15/1995	2029614	1/14/1997	
Antler Design Plaid	74500808	3/16/1994	1914225	8/22/1995	
Background					

Hunter's Manufacturing Company, Inc.

Copyrights

Title	Registration No.	Year
Defining the future of crossbows, 1998 catalog.	TX0004775968	1998
Defining the future of crossbows, 1998 catalog.	TX0004776204	1998
Defining the future of crossbows 1998 catalog (foldout) & 1 other	V3416D194	1998
title.		

TRADEMARK REEL: 005350 FRAME: 0202

4/29/2014 19229468

RECORDED: 08/22/2014